

# **EXHIBIT A**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**MAJOR LEAGUE SOCCER**

**And**

**MAJOR LEAGUE SOCCER PLAYERS UNION**

**February 1, 2015 – January 31, 2020**

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THIS COLLECTIVE BARGAINING AGREEMENT made as of the 1<sup>st</sup> day of February, 2015, by and between MAJOR LEAGUE SOCCER, L.L.C. and MLS CANADA LP (together “MLS”) and the MAJOR LEAGUE SOCCER PLAYERS UNION (the “Union”).

It is the general purpose of the CBA to promote the mutual interests of MLS, the Union and the Players and to allow for the operation of the League in a manner that will promote, to the fullest extent possible, the business of MLS and the growth of professional soccer in the United States and Canada.

## ARTICLE 1

### RECOGNITION AND UNION ACCESS

**Section 1.1 Recognition:** MLS recognizes the Union as the exclusive bargaining representative of all present and future players employed as such in the League, but not including any other MLS employees. MLS and the Union agree that, notwithstanding the foregoing, such Players may, acting individually or through a player-agent, on an individual basis, bargain with MLS with respect to and agree upon terms over and above the minimum requirements established by this CBA, to the extent not inconsistent with this CBA (including the Standard Player Agreement and any other exhibits hereto).

**Section 1.2 Union Access:** Each year, appropriate staff members of the Union shall be given stadium, press box and locker room passes for Pre-Season, Regular Season, Post-Season and any exhibition games. The Union may hold meetings with the Players of each Team, provided that an authorized representative of the relevant Team has approved the arrangements for each meeting held at Team facilities, and that no such meeting shall interfere with the training, practice or operation of the Team. Approval for Union meetings shall not be unreasonably withheld, conditioned, or delayed. During any annual scouting combine, the Union will be permitted, at its expense, to present a two-hour orientation for all of the players attending the session, and Union officials will be allowed to attend the annual MLS SuperDraft and provide information to players at the MLS SuperDraft in a manner that does not interfere with MLS's ability to conduct the MLS SuperDraft.

**Section 1.3 Joint Rookie Symposium:** An annual joint rookie symposium for Players in their first year with MLS shall be held each year at location(s) and at such times agreed to by the Union and League. Among other things, the symposium will discuss the SABH Program, career planning, as well as League expectations of an MLS Player. The development of the symposium agenda and funding of such meeting will be discussed and mutually agreed upon by the Union and League.

## ARTICLE 18

### STANDARD PLAYER AGREEMENT

#### Section 18.1 Form of Agreement:

(i) All Players will execute a Standard Player Agreement (in the form attached as Exhibit 1). No agreement concerning a Player's terms and conditions of employment shall be valid unless: it is between a Player and MLS and is signed by each party, and it is contained in one of the above-referenced forms, including any Schedule thereto.

(ii) MLS shall provide copies of all such agreements and related documents, including marketing agreements, termination letters, buy-out agreements, transfer/loan agreements that are relevant for Salary Budget or allocation purposes, and check-off authorizations, to the Union within five (5) business days of their execution. If the document does not require the signature of the Player, such as a termination letter, MLS shall provide the same to the Union within five (5) days of receipt or delivery of the same by MLS or the applicable team. If the documents are not each signed by the Player at the same time, MLS shall provide the Union with the documents as they are signed. For example, if a Player signs and delivers the Schedule to his Standard Player Agreement to his Team and/or MLS on January 1, and then delivers the Standard Player Agreement to his Team and/or MLS on January 10, MLS shall provide the Union with the Schedule within five (5) business days of January 1, and the Standard Player Agreement within five (5) business days of January 10. If at the time any of the documents referred to herein are delivered to the Union, such document(s) have not been signed by MLS, then MLS shall provide the Union with fully executed copies of the applicable documents within five (5) business days of their execution by MLS. MLS shall provide the documents in the manner set forth in this Paragraph to the Union via weekly emails on Monday and Friday of each week to e-mail address(es) designated by the Union.

(iii) MLS will provide notice on each Player's Schedule in French, Italian, Portuguese and Spanish that, upon request, the SPA is available in French, Italian, Portuguese and Spanish. Upon request of a native French, Italian, Portuguese or Spanish speaking Player, MLS will provide such SPA translation to such Player. MLS will maintain translations on file. In all cases of translation, the English language version of the contract shall control.

**Section 18.2 Status of Prior and New SPAs:** All SPAs and/or other agreements that were entered into by MLS and any Player prior to the effective date of this CBA shall remain in full force and effect for their stated terms and any option years, except that those SPAs shall be deemed amended in such manner to require the parties to comply with all terms of this CBA, including the terms of the SPA annexed hereto as Exhibit 1. All SPAs entered into after the effective date of this Agreement shall be subject to the terms of this Agreement, including the revised form SPA annexed hereto.

#### Section 18.3 Player-Agents and Agent Certification:

(i) A Player, if he so desires, may designate an agent to conduct on his behalf, or to assist him in, the negotiation of an individual salary and/or additional benefits, provided that, if the

Union develops and implements an agent certification program, the agent has been certified to MLS and its Teams as authorized to act as a player agent for such purposes. In the case of Players negotiating to join MLS from another league, or Players transferring out of MLS, a Player may designate an agent not certified by the Union.

(ii) If the Union develops and implements an agent certification program, the Union shall provide MLS with a comprehensive list of the certified player agent(s) whom each Player has designated to act on his behalf for the purposes set forth in this Section 18.3.

(iii) If, pursuant to Section 18.3(ii), the Union has notified MLS that a Player has designated a specified certified player agent or agents to act on his behalf for the purposes described in this Section, MLS may not negotiate or attempt to negotiate an individual salary and/or additional benefits to be included in an SPA for such Player with any player agent(s) other than such designated player agent(s).

(iv) The Union's agent-certification program shall include a procedure for MLS to file complaints with the Union regarding the conduct of certified player agents and for such complaints to be investigated and a response given to MLS.

(v) No consultant retained by MLS shall be paid by, or shall solicit a commission from, a Player.

**Section 18.4 Default:** The Player may terminate his SPA upon ten (10) business days' written notice to MLS and the Union, if (i) MLS defaults in its obligation to pay the salary set forth in Paragraph 1 of the SPA or fails to perform any other material obligation agreed to be performed by MLS under the SPA and (ii) MLS fails to remedy such default within ten (10) business days, or to give notice of intent to arbitrate within seven (7) business days, of the Player giving notice of such default in writing to MLS and to the Union. The Player agrees that he shall have no right to terminate his SPA prior to the conclusion of its term (including any option periods) other than as expressly set forth in this CBA or by mutual written agreement with MLS. In the event MLS disputes an assertion by the Player that it is in default of its obligations set forth in Paragraph 1 of the SPA or that it has otherwise failed to perform any other material obligation under the SPA, and it is subsequently determined pursuant to the Grievance procedures set forth in Article 21 of this CBA that a default has occurred, MLS shall have ten (10) business days from the date of such finding to remedy such default. During the pendency of any Grievance procedure concerning the existence of a default, the Player's SPA shall remain in effect.

**Section 18.5 Validity of SPA:** No compensation of any kind shall be owed to any Player (whether under a Guaranteed or other type of contract) with respect to the period of any strike or lockout, but a strike or lockout will not void or otherwise affect the validity or enforceability of an SPA after the conclusion of a work stoppage. During a work stoppage, a Player may obtain employment as a professional soccer player outside MLS, but any contract with such other club employing the Player during an MLS work stoppage must provide that the Player shall return to MLS after the conclusion of the work stoppage if his SPA's term has not expired. MLS shall have no remedy against the Union for a Player's breach of this provision.



**Section 18.6 Guaranteed Contracts:**

a. Limitations on Termination of Guaranteed Contract: Where the Player Category is Guaranteed, an SPA shall not be terminated by MLS by virtue solely of the quality of the Player's on-field performance or the fact that the Player may have sustained an injury (including one leading to death or disability) during the performance of his duties as an MLS Player as well as National Team duty, although it may be terminated pursuant to the other provisions of this CBA relating to termination of an SPA.

b. Automatic Guarantee: Contracts will be Guaranteed for all Players who are at least twenty four (24) years of age and have completed at least one (1) MLS Guaranteed Service Year. For purposes of determining if a Player's Category is Guaranteed, the Player must turn twenty four (24) years old prior to or during the calendar year. For example, if a Player turns twenty four (24) during 2016, is under contract for the entire 2015 League Season and on an MLS roster following the 2016 Roster Compliance Date, the Player's contract will be Guaranteed.

**Section 18.7 Semi-Guaranteed Contracts:**

(i) Without limitation to the other provisions of this CBA regarding termination of an SPA, and subject to the limitations regarding the termination of injured Players' SPAs, where the Player's Category is Semi-Guaranteed, MLS may terminate an SPA between January 1 and the Contract Guarantee Date of any given year, without further obligation on either party if the Player fails, in the sole and absolute discretion of MLS, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's active roster. In making this determination, MLS may, but shall not be required to, consider, among other factors, the Player's compensation as compared to other Players or players whom MLS wishes to sign and any applicable roster and/or budget guidelines of MLS and the Team.

(ii) Subject to the other provisions of this CBA regarding the termination of injured Players' SPAs, if MLS has not terminated an SPA pursuant to subsection (i), above, prior to the Contract Guarantee Date of any given year, it may not so terminate such SPA until the immediately following December 31.

**Section 18.8 Minimum Length of SPA/Short Term SPA:** Subject to Section 18.7, if applicable, a Player's SPA will expire no sooner than December 31 of the year in which it is signed except for:

(i) Players on loan from clubs/leagues outside of the U.S. and Canada, provided that the Expiration Date coincides with the expiration of the loan;

(ii) Players entering MLS from a league outside of the U.S. and Canada;

(iii) For Players (a) playing on a USL Affiliate; and (b) loaned to the MLS affiliated Team, such SPA may expire earlier than December 31 of the year the SPA is signed provided such player (1) is twenty five (25) years of age or younger and (2) is signed for no more than four (4), four (4) day contracts, during which total time (i.e., a maximum of sixteen (16) days), the Player may be included on the 18-man game day roster for no more than four (4), and play in no more than two (2) League Season games, and provided further that during such time, the Player may play in

any U.S. Open Cup games, exhibition games and CONCACAF Champions League games (each, a “Short Term SPA”). If a Player signatory to a Short Term SPA plays in a League Season game, he shall earn an MLS Service Year only for the purpose of determining if the Player meets the requirements for Free Agency or the Re-Entry Draft, but otherwise, no MLS Service Year shall accrue to such Player for time during which he is signatory to a Short Term SPA.

Players under such Short Term SPAs shall not be entitled to or subject to the following: benefits specified in Sections 10.8 (Retirement Plan), 10.11 (Relocation Expenses) with the exception of the housing and per diem benefits set forth in that Section, and 10.15 (Direct Deposit); vacation and time-off benefits specified in Article 13, provided however, that if his Team is given a day off, the Player signed to a Short Term SPA shall also receive that day off; termination pay set forth in Section 18.11; and insurance coverages set forth in Article 22, except for workers’ compensation insurance benefits set forth in Section 22.5.

Players signed to Short Term SPAs will be paid an additional \$250 for each game the Player is on the eighteen (18) man game day roster, \$500 for each game the Player plays and \$750 for each game the Player starts. Such payments are not cumulative (e.g., a Short Term SPA Player that starts a game will be paid \$750).

**Section 18.9 Effect of Termination of SPA:** Except as otherwise set forth herein, upon termination of an SPA by either the Player or MLS, all obligations of MLS to the Player, including without limitation any obligation to pay any amounts to the Player shall cease on the effective date of termination, except that MLS and the Player shall remain responsible for all and any obligations incurred prior to the date of termination. Upon such termination, and except as otherwise provided in this CBA, MLS shall comply with FIFA regulations regarding the player’s international registration and playing rights.

**Section 18.10 Terminations Resulting from Contraction:** In the event that MLS reduces the number of Teams in the League, Players with Semi-Guaranteed Contracts on the Team contracted may have their SPAs terminated. After the Players on the contracting Team are dispersed to other Teams in the League, Players on such other Teams may have their contracts terminated in a manner consistent with their SPAs and the CBA.

**Section 18.11 Termination Pay:** A Player with a Semi-Guaranteed SPA who is terminated prior to the Contract Guarantee Date shall be paid termination pay of six (6) weeks of his base salary.

**Section 18.12 Annual Base Salary Increase:** Each SPA covering more than one (1) League Season (including years in which MLS has an option to extend the SPA), and which provides the Player with a Base Salary of \$150,000 or less, shall provide for annual increases in base salary of not less than five percent (5%) per annum, unless a portion of his contract includes a sixteen (16) month or greater initial guaranteed term, in which case the initial term need not contain a 5% annual raise.

**Section 18.13 Options:**

(a) For all SPAs entered into after the Execution Date, MLS may not include more than three (3) unilateral options in any Player’s SPA, and such options, in the aggregate, may extend the SPA for no more than three (3) years. For Players who are at least twenty-four (24) years of age

and have at least two (2) MLS Service Years, MLS may not include more than two (2) unilateral options in any Player's SPA, and such options, in the aggregate, may extend the SPA for no more than two (2) years. For purposes of determining the option limitation, the Player must turn twenty four (24) prior to or during the calendar year in which the SPA is executed. For example, if a Player turns twenty four (24) during 2016, and earned MLS Service Years in the 2014 and 2015 League Seasons, the option limitation would apply to any SPA signed the first year of which is the 2016 or later League Season.

For Players who are at least twenty-eight (28) years of age and have at least eight (8) MLS Service Years, in addition to the limitation above, MLS may only include the number of options comparable to the number of Guaranteed years provided to the Player (e.g., a Player receives a two (2) year Guaranteed contract, then League may include two (2) options, each of one (1) year in duration (2+1+1)). Such parameter shall not apply to Players who sign through Free Agency.

In addition, for those Players whose base salary is less than \$150,000, each unilateral option will be set at not less than a 10% increase in base salary, provided that the Player plays in at least 66% of the games (twenty (20) games in thirty (30) game season) during the previous League Season.

For those Players whose base salary is less than \$150,000, each unilateral option will be set at not less than a 12.5% increase in base salary, provided that the Player plays in at least 75% of the games (twenty three (23) games in a thirty (30) game season) during the previous League Season.

(b) MLS will create an acknowledgment form to be signed by the Player that states that the Player acknowledges the existence of the specific number of unilateral options in the Player's contract. Further, upon request, MLS will translate the option language in a Player's contract into the native language of such Player.

(c) In all cases of translation, the English language version of the contract shall control.

**Section 18.14 Option Exercise Date:** Each Player's option exercise date shall be no later than the later of (i) December 1<sup>st</sup> and (ii) the day after the Player's Team is eliminated from the playoffs or wins MLS Cup or plays US-Mexico Champions Cup (if applicable), but in no event later than December 16. If the Option Exercise Date is later than December 1<sup>st</sup> and the Player's option is not exercised, then the League shall continue to pay the Player and provide health insurance through the date that is thirty-seven (37) days after the Option Exercise Date (e.g., if Option Exercise Date is December 8, 2015, the Player with the non-exercised option will be paid and health insurance will be extended through January 14, 2016).

**Section 18.15 Player Registration:** Players' registration procedures shall be in accordance with the policies and guidelines of the USSF or, if applicable, the CSA.